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10 *[additional counsel listed on signature page]*

11 Attorneys for Plaintiffs and all others similarly situated

12 **UNITED STATES DISTRICT COURT**

13 **NORTHERN DISTRICT OF CALIFORNIA - SAN JOSE DIVISION**

14 ENEIDA AMPARAN, RAFAEL CISNEROS
15 and GUADALUPE CISNEROS, individually
and on behalf of all others similarly situated,

16 Plaintiffs,

17 v.

18 PLAZA HOME MORTGAGE, INC.;
19 WASHINGTON MUTUAL MORTGAGE
SECURITIES CORP.; WAMU ASSET
20 ACCEPTANCE CORP.; COUNTRYWIDE
HOME LOANS, INC.; COUNTRYWIDE
21 BANK, FSB; and DOES 5 through 10
inclusive,

22 Defendants.

Case No. 5:07-CV-04498-EJD

**STIPULATION DISMISSING ACTION
WITH PREJUDICE ; ORDER THEREON**

Courtroom: Courtroom 4, 5th Floor
Judge: Hon. Edward J. Davila

1 Pursuant to Federal Rule of Civil Procedure 41(a), plaintiffs Eneida Amparan, Rafael
2 Cisneros, and Guadalupe Cisneros (“Plaintiffs”) and defendant Plaza Home Mortgage, Inc. (“Plaza
3 Home” or “Defendant”) (together, with Plaintiffs, the “Parties”), through their undersigned
4 counsel, stipulate as follows:

5 WHEREAS, Plaza Home is the only remaining Defendant in this action as Defendants
6 Countrywide Home Loans, Inc. and Countrywide Bank, FSB were dismissed from the action by
7 Order dated April 27, 2012 (Dkt. 200 (corrected by Dkt. 202)) and Defendants Washington
8 Mutual Mortgage Securities Corp. and WaMu Asset Acceptance Corp. were dismissed from the
9 action by Order dated October 1, 2012 (Dkt. 209);

10 WHEREAS, while at a January 2013 mediation with the assistance and oversight of
11 complex case mediator, Ross Hart, Esq., the Parties reached an agreement in principal to settle this
12 Action against Plaza Home for a payment by Plaza Home to the members of the putative class in
13 an amount equivalent to the total negative amortization that was paid by those class members to
14 Plaza Home while Plaza Home still owned the subject Option ARM loans, which the Parties
15 anticipated they would submit to the Court for preliminary approval after Plaza Home provided
16 confirmation of the negative amortization figures;

17 WHEREAS, as part of the settlement agreement, Plaza Home produced for Plaintiffs’
18 counsel’s review data identifying the number of members of the putative class who had paid or
19 accrued negative amortization while Plaza Home still owned the subject Option ARM loans; and

20 WHEREAS, Plaintiffs’ counsel have determined based on their review of the data
21 provided by Plaza Home that Plaza Home held Plaintiffs’ and putative class members’ loans for
22 such short periods of time before transferring them to third parties (including the previously-
23 dismissed Defendants in this action who are Defendants in certified class actions that cover the
24 majority of the members of the putative class) that almost all of putative class members, including
25 all of the named Plaintiffs, never paid or accrued any negative amortization that was owed to Plaza
26 Home;

27 NOW, THEREFORE, pursuant to Fed. R. Civ. P. 41(a), **IT IS** hereby **STIPULATED** and
28 **AGREED** that all claims against Defendant Plaza Home Mortgage, Inc. in the above-captioned

1 action, and the entire action, be and hereby are **DISMISSED WITH PREJUDICE**, with each
2 party waiving any right to attorneys' fees, costs and appeal; and

3 **IT IS** further **STIPULATED** and **AGREED**, that the dismissal of Plaza Home Mortgage
4 Inc. and the entire action, with prejudice, shall have no effect on the prior without prejudice
5 dismissals of Defendants Countrywide Home Loans, Inc., Countrywide Bank, FSB, Washington
6 Mutual Mortgage Securities Corp. and WaMu Asset Acceptance Corp.

7 Respectfully submitted,

8 Dated: May 15, 2013

/s/ Lee A. Weiss

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Attorneys for Plaintiffs

20 Dated: May 15, 2013

/s/ John D. Alessio

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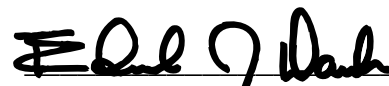
Fax: 619.744.5414

Attorneys for Defendant

26 **ORDER**

27 The stipulation is GRANTED. All hearings and deadlines are VACATED. The clerk shall
close this file.

28 DATED: May 15, 2013



EDWARD J. DAVILA

United States District Judge

ECF CERTIFICATION

Pursuant to Local Rule 5-1(i)(3), the filing attorney attests that he has obtained concurrence regarding the filing of this document from the signatories to the document.

Dated: May 15, 2013

/s/ Lee A. Weiss

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PROOF OF SERVICE

I further certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on May 15, 2013.

/s/ Lee A. Weiss

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